IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO 3066 OF 2003
IN
SUIT NO. 147 OF 1997

Bank of Baroda ..Plaintiffs.
V/s
M/s Atlas Wood Products
And others ..Defendants.

The Inspector of Police,
GBCB, CID, Mumbai ..Respondent.

Mr. M.L.Palan i/b Mr. N.H. Nathani for the plaintiffs.

Mr. Shashi Jain with Mrs. Naina Desai for defendants 1 to 3.

Mr. M.V. Gangal for defendants 4 and 5.
None for the respondent.

CORAM : ANOOP V.MOHTA J.
DATE : 15TH SEPTEMBER, 2005.

P.C.

. The Bank of Baroda- plaintiffs have filed the present suit against the defendants for realising a huge amount with interest as per the claim statement to the plaint. The plaintiffs have filed 13 such suits against the different defendants on the similar foundation, including of a fraud and a collusion. As alleged, these defendants in collusion had manipulated foreign current account loans as per Nastro Mirror Account. Defendant

No.7 was Officer in charge of the Foreign Exchange Department at plaintiff's Main branch at Mumbai. Defendant No.1 was the customer of the plaintiff Bank at the relevant time . The respondent/Inspector of Police,Mumbai, on complaint, seized the various properties of such defendants in all such suits. By order dated 9th March, 1999, on a Notice of Motion, this Court has directed to deposit the seized cash in the Nationalised Bank initially for three years and directed to obtain order for further deposit from this High Court or from the concerned Magistrate.

2. Therefore, this notice of motion, dated 20th September, 2003, has been taken out by the plaintiff for reliefs in the respective suits as under;

> "(a) Pending the hearing and final disposal of the suit, the Court Receiver appointed as per order dated 18/01/2002 passed by Her Lordship Mrs. Justice Upasani be directed to take possession of the Special Deposit Receipts as listed in Annexure "A" to this Notice of Motion, which Special Deposit Receipts are at present in custody of the Respondent herein, Inspector of Police as per order dated 9/3/1999 passed by His Lordship Mr. Justice Patnakar;"
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> "(b) That pending the hearing and final disposal of the Notice of Motion, the Inspector of Police being the Respondent herein be directed to renew and keep renewed the said Special Deposit Receipts from time to time as per directions of

this Hon'ble Court given on 9/3/1988 by His Lordship Mr. Justice Patankar;

3. No ad interim order, as prayed in terms of prayer clause (b), was passed. As per the averments made in the notice of motion, the case is made out to renew the Special Deposit Receipts as listed in Annexure "A" to this notice of motion, which are at present in the custody of respondents herein.

4. An affidavit of service has been filed. Considering the averments made in the supporting affidavit and as there is no sufficient defence through affidavit to controvert the same, I am inclined to grant the Notice of Motion, as prayed, in terms of prayer clause (a) and (b). As informed, for all these years, the respondent i.e. the Inspector of Police have been renewing the deposits. The Receiver shall henceforth renew and keep it renewed from time to time, the said deposits/Receipts, instead of the Inspector of Police i.e. the respondent. The learned Counsel, Mr. Shashi Jain with Mrs. Naina Desai appearing for defendants No. 1 to 3 placed on record an affidavit of one Bharat Ramkrishna Somaiya and thereby contended that they have no objection for prayer clause (b) but objection for

prayer clause (a). Mr. M.V. Gangal, appearing for defendants 4 and 5 has no objection for this. As in the prayer clause (a) plaintiffs are praying to implement the order dated 18/1/2002 and in the circumstances rightly so. Therefore, Notice of Motion is allowed in terms of prayer clause (a) and (b) subject to clarification as referred above.

5. The Notice of Motion is, therefore, disposed of accordingly.

[ANOOP V. MOHTA, J.]